

3477 RF 92

States Government

Department of Energy

DUE
DATE

Rocky Flats Office

Memorandum

ACTION
DIST LTR ENC

BENJAMIN A	
BERMAN, H S	
BRADY, J A	
BRANCH, D B	
CARNIVAL, G J	
COPP, R D	
CORDOVA, R C	
DAVIS, J G	
EVERED, J E	
FERRERA, D W	
GOODWIN, R	
HANNI, B J	
HEALY, T J	
HILBIG, J G	
IDEKER, E H	
KERSH, J M	X
KIRBY, W A	
KRIEG, D	
KUESTER, A W	
LEE, E M	X
MARX, G E	
MORGAN, R V	
PIZZUTO, V M	
POTTER, G L	
SANDLIN, N B	
SATTERWHITE, D G	
SCHUBERT, A L	
SHEPLER, R L	
SULLIVAN, M T	
SWANSON, E R	
TALLMAN, K G	
WILKINSON, R B	
WILSON, J M	
ZANE, J O	

JUN 19 1992

CSD PIMB SRS 6877

Off-Site Access Permits for Operational Unit - 3 City of Broomfield

Ed Lee, Director
Environmental Management
EG&G Rocky Flats, Inc

Attached are approved access agreements for Operation Unit - 3 The agreements have been signed by the Realty Officer and work may now begin on these properties It is our understanding that J M Kersh has the authority to sign for EG&G as past agreements were signed by R. Goodwin of EG&G, Legal

The permits are for the following landowners or interest holders

Church Ditch Company
City of Broomfield
City of Westminster
Jefferson County Open Space
Larry Root
Jean and John Woodis

The permit for Dry Creek Valley Ditch is being held until a permit with the underlying Fee owner is in hand

Edward A Pietsch

Edward A Pietsch, Chief
Property & Information Management Branch

Attachment

cc
L Barrett, DP-6 1, HQ
M L Van Cleave, DP-6 1, HQ
M Bishop, RFO
F Lockhart, RFO
S Schiesswohl, RFO
R Goodwin, EG&G
M Guillaume, EG&G

CORRES CONTROL
TRAFFIC

Reviewed for Addressee
Corres Control RFP

7-6-92

DATE BY

Ref Ltr #

ADMIN RECCRD

SW-A-003574



EG&G ROCKY FLATS

EG&G ROCKY FLATS, INC

ROCKY FLATS PLANT, P O BOX 464, GOLDEN, COLORADO 80402-0464 • (303) 966-7000

April 6, 1992

92-RF-3909

Larry Root
North Ridge Golf Course
14079 West 96th Ave
Arvada, Colorado

USE AGREEMENT FOR OFFSITE SAMPLING - MG-020-92

Dear Mr. Root

As discussed in our phone conversation, I am requesting a Use Agreement on behalf of EG&G Rocky Flats Environmental Management to support the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), RCRA Facility Investigation/Remedial Investigation (RFI/RI) for Operable Unit No. 3 (OU 3). OU 3 is the designation that we use to include all land offsite of the Rocky Flats Plant. This letter contains a request for access with enclosures that describes the sampling activities, a map showing proposed sampling locations, and a Use Agreement for signature

Please review the enclosed Use Agreement. Modifications to this agreement can be made to address specific concerns. I am targeting April 15, 1992 to begin field sampling activities. Please sign and return both duplicate originals to me. Following signatures from DOE and EG&G officials, I will return one copy for your files. If you should have further questions, please feel free to call me at 966-4291.

Sincerely,

M. Guillaume, OU 3 Manager
EM, Remediation Programs Division

dmf

Enclosures:
As Stated

cc

B. H. Birk - DOE, RFO

S. Schiesswohl - "

Administrative Record

EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS- LARRY ROOT PROPERTY

The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH).

OU 3 sampling activities will begin during April, 1992 and are scheduled for completion by spring of 1993. A Final RFI/RI Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Use Agreement period is extended for three years to cover any follow up activities that may be required during development of the Final RFI/RI Report.

The map, attached to this correspondence, shows locations of sampling activities. Field adjustments could be made at the time of sampling to adjust specific sampling locations. All sample locations will be surveyed and marked with a metal survey pin, prior to, or during the sampling event. The following Table 1 lists the sample type, sample number and approximate true state planer coordinates for sample locations.

Sampling activities will not adversely effect environmental resources. OU 3 sampling activities on your property involve collection of sediment and environmental samples. The following paragraphs provide a general description of the sampling activities.

SEDIMENT SAMPLING

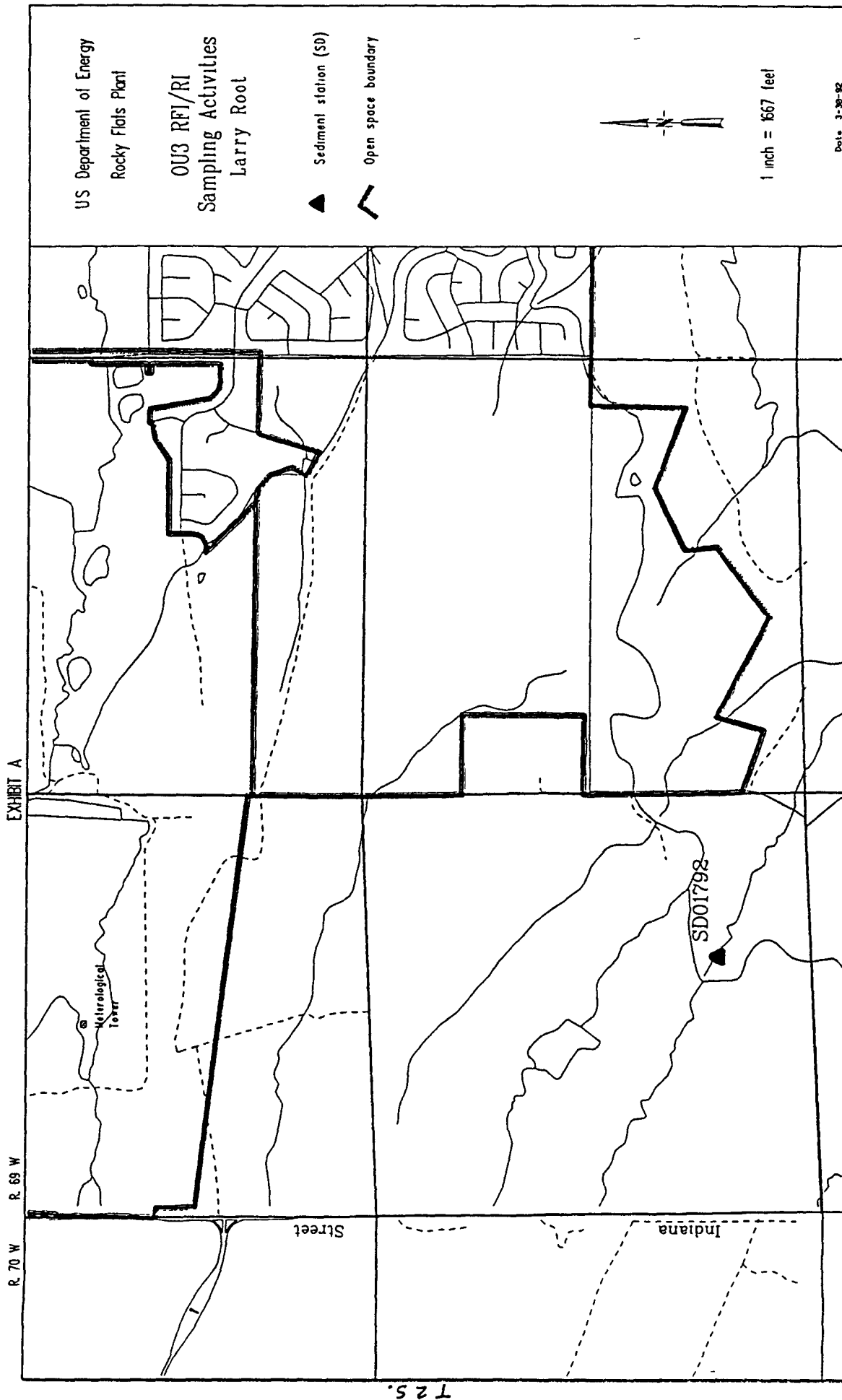
Sediment sampling involves removing a cross section of sediment with a hand scoop across the ditch or shoreline location. The depth of the sample is approximately five inches. The map sample number designation is SD.

ENVIRONMENTAL SAMPLING

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Table 1 List of sample type, sample number and approximate coordinates of known sample locations for OU 3 RFI/RI Coordinates are based on the true state plane coordinate system

<u>SAMPLE TYPE</u>	<u>SAMPLE NUMBER</u>	<u>NORTH COORDINATE</u>	<u>EAST COORDINATE</u>
Sediment	SD01792	743,400	2,097,140
Environmental	Following an initial site characterization program the exact nature, location and type of data collection will be defined The criteria used to make environmental sampling decisions is found in the OU 3 Work Plan		



ROCKY FLATS PLANT, P O BOX 464, GOLDEN, COLORADO 80402-0464 • (303) 966-7000

92-RF-3909

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EM, Remediation Programs Division

dmf

Enclosures
As Stated

cc
B H Birk - DOE, RFO
S Schiesswohl - "
Administrative Record

[illegible]

CLASSIFICATION

UCNI		
UNCLASSIFIED		
CONFIDENTIAL		
SECRET		

**AUTHORIZED CLASSIFIER
SIGNATURE**

Not applicable per
classification

Office exemption.

IN REPLY TO LTR NO

LTR APPROVALS

CBG' CBG
ORIG & TYPIST INITIALS

22 RF 8441

EG&G ROCKY FLATS

EG&G ROCKY FLATS, INC
ROCKY FLATS PLANT, P O BOX 464 GOLDEN COLORADO 80402 0464 • (303) 966 7000

July 24, 1992

92-RF-8441

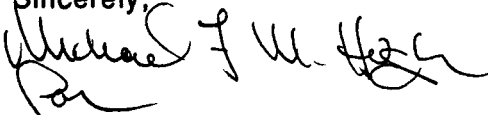
Mr Larry Root
North Ridge Golf Course
14079 W 96th Avenue
Arvada, CO 80005

SIGNED LAND USE AGREEMENTS - MG-039-92

Thank you for returning the signed copies of the land use agreement which allows for environmental sampling activities on your property I have enclosed one signed original for your records and retained one original for ours I will let you know when sampling activities are finished

Please call me if you have any questions or if any problems arise I can be reached at 966-8557 If I am not available, you may call Michael McHugh at 966-8624 He is helping me with the project Again, thank you for letting us have access to your property.

Sincerely,



Michael Guillaume
EM/Remediation Programs Division

dmf

Enclosures
As Stated

cc
M F McHugh
Administrative Record

CLASSIFICATION

UCNI	
UNCLASSIFIED	
CONFIDENTIAL	
SECRET	

AUTHORIZED CLASSIFIER
AT SIGNATURE

pol cable per
less of cert

DATE WAIVER
exemption
IN REPLY TO RFP CC NO

ACTION ITEM STATUS

☐ OPEN ☐ CLOSED
☐ PARTIAL

LTR APPROVALS

EAD
ORIG & TYPIST INITIALS

MG/dmf



EG&G ROCKY FLATS, INC.
ROCKY FLATS PLANT, P O BOX 464, GOLDEN, COLORADO 80402-0464 • (303) 966-7000

*tickler file
copy*

92-RF-5262

Terry A Vaeth
Manager
DOE, RFO

Attn S Schiesswohl

**TRANSFER OF OFFSITE ACCESS PERMITS FOR OU 3 REMEDIAL INVESTIGATION FIELD WORK -
JMK-0477-92**

Attached are the first access permits obtained for the Operable Unit No 3 (OU 3) offsite Remedial Investigation field work. As OU 3 field work progresses and involved landowners are identified, more permits will be transferred to your office for signature and archiving. Two original copies of each owners permit are attached, one signed original should be returned to M Guillaume of my staff for transmittal to the landowner.

Under Part 39 of the Interagency Agreement, the Department of Energy is required to provide a copy of the signed agreements to the Environmental Protection Agency and the Colorado Department of Health. After obtaining all access agreements for the OU Remedial Investigation, a copy of each permit will be provided to the Agencies.

Permits for the following landowners are attached

Church Ditch Company
City of Broomfield
City of Westminster
Dry Creek Valley Ditch
Jefferson County Open Space
Root, Larry
Woodis, Jean and John

If you have any questions regarding these permits, please call M Guillaume at 966-8557

J M Kersh, Associate General Manager
Environmental and Waste Management

MG dmf

Ong and 1 cc - T A Vaeth

Attachments
As Stated

cc
R H Birk - DOE, RFO

Use Agreement No
U S. Department of Energy
Interagency Agreement
OU 3 Offsite Program

USE AGREEMENT

This USE AGREEMENT is entered into between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), acting through the DEPARTMENT OF ENERGY (hereinafter referred to as "DOE"), and Larry Root (hereinafter referred to as the "Grantor"),

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property described within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 and

WHEREAS, the Grantor owns and controls the property designated and described in Exhibit A,

NOW THEREFORE, it is agreed that

- 1 The Grantor owns and controls certain real property (hereinafter referred to as the "Property"), designated and described in Exhibit A, and hereby grants to DOE, its authorized representatives, agents, contractors, and subcontractors without payment of any land use charge, right of entry in, across, and over the Property to carry out the environmental monitoring activities as described in Exhibit B, PROVIDED, that such right of entry is subject to existing easements for public roads and highways, public utilities, railroads and pipelines, PROVIDED FURTHER, that such grant of right of entry reserves to the Grantor, his heirs, executors, administrators,

successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or abridging the rights hereby granted to DOE, its authorized representatives, agents, contractors, and subcontractors

- 2 The Government shall be responsible for any loss or destruction of, or damage to, the Grantor's real and personal property caused by the activities of DOE in exercising any of the rights hereby granted in this Use Agreement PROVIDED, that such responsibility shall be limited to restoration of such real and personal property to a condition comparable to its condition on the effective date of the Use Agreement by techniques of back-filing, seeding, sodding, landscaping, repair or replacement, and such other methods as may be agreed to between the parties, subject to the availability of appropriated funds
- 3 The provisions of this Use Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of the Grantor. The Grantor shall notify the Realty Officer if the Property is, or at any time during the term of the Agreement should become leased, sold, or otherwise transferred to another party. The "Realty Officer" means the person executing this Use Agreement on behalf of the Government, and any other officer or civilian employee who is properly designated Realty Officer, and the term includes, except as otherwise provided in this Use Agreement, the authorized representative of a Realty Officer acting within the limits of his authority. The Grantor shall also give written notice to any purchaser, lessee, or transferee of the applicability of the rights of the Government contained in this Use Agreement when such purchase, lease, or transfer takes place during the term of this Use Agreement
- 4 The effective date of this Use Agreement shall be the date of execution by the Government. The term of this Use Agreement shall commence on the effective date hereof and shall continue for three years unless sooner terminated by the Government or Grantor by sixty-day prior written notice to the other

- 5 Title to all personal property brought to the Property by DOE during the term of this Use Agreement shall remain in the Government, and such title shall not be effected by incorporation or attachment thereof to any property not owned by the Government, nor shall such personal property, or any part thereof, become a fixture or lose its identity as personal by reason of affixation to any realty DOE shall remove all such personal property no later than 90 days after the expiration or termination of the Use Agreement

The Grantor shall not be liable for any loss of or damage to Government-owned or Government-Furnished property, or for expenses incidental to such loss or damage, except that the Grantor shall be responsible for any such loss or damage (including expenses incidental thereto) which results from the willful misconduct, gross negligence, or lack of good faith of the Grantor

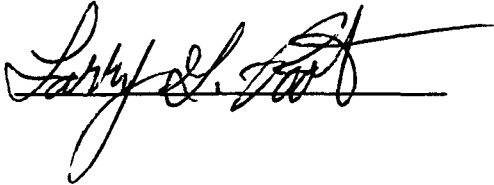
- 6 The Government shall have unlimited rights in all technical data first produced or specifically used in the performance of the work and experiments in connection with this Use Agreement Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR)
- 7 DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances
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In WITNESS WHEREOF, the parties hereto have executed this Use Agreement in several counterparts

GRANTOR

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By



By.



Steven R. Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

Rocky Flats Office
P O Box 928
Golden, Colorado
80402-0928

Date

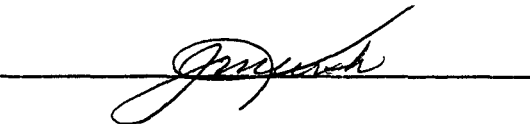
4/8/92

Date

6/11/92

Concurred by EG&G Rocky Flats, Inc
DOE Contractor, contract number
DE-AC04-90DP62349

By



Title

Date

5/20/92

Consented to

Names

Interest

Signature

13

EXHIBIT A

R. 70 W R. 69 W

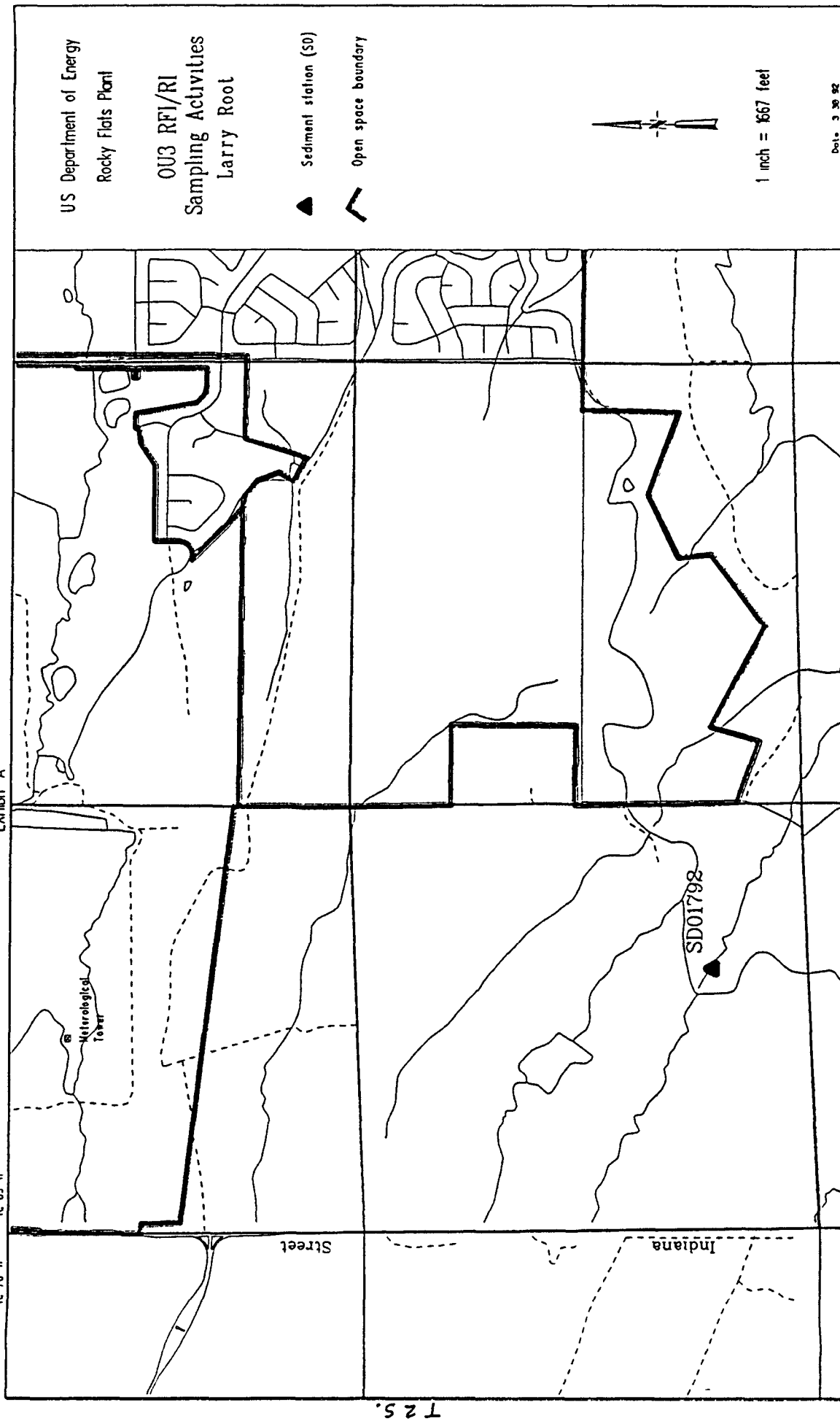


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The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH).

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Sampling activities will not adversely effect environmental resources. OU 3 sampling activities on your property involve collection of sediment and environmental samples. The following paragraphs provide a general description of the sampling activities.

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U S Department of Energy
Interagency Agreement
OU 3 Offsite Program

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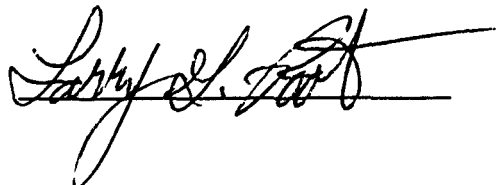
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DEPARTMENT OF ENERGY

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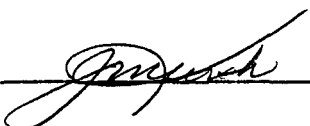
Steven R Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

Rocky Flats Office
P O Box 928
Golden, Colorado
80402-0928

Date. 4/8/92

Date 6/11/92

Concurred by EG&G Rocky Flats, Inc
DOE Contractor, contract number
DE-AC04-90DP62349

By 

Title _____

Date 5/20/92

Consented to
Names

Interest

Signature

20

EXHIBIT A

R. 70 W R. 69 W

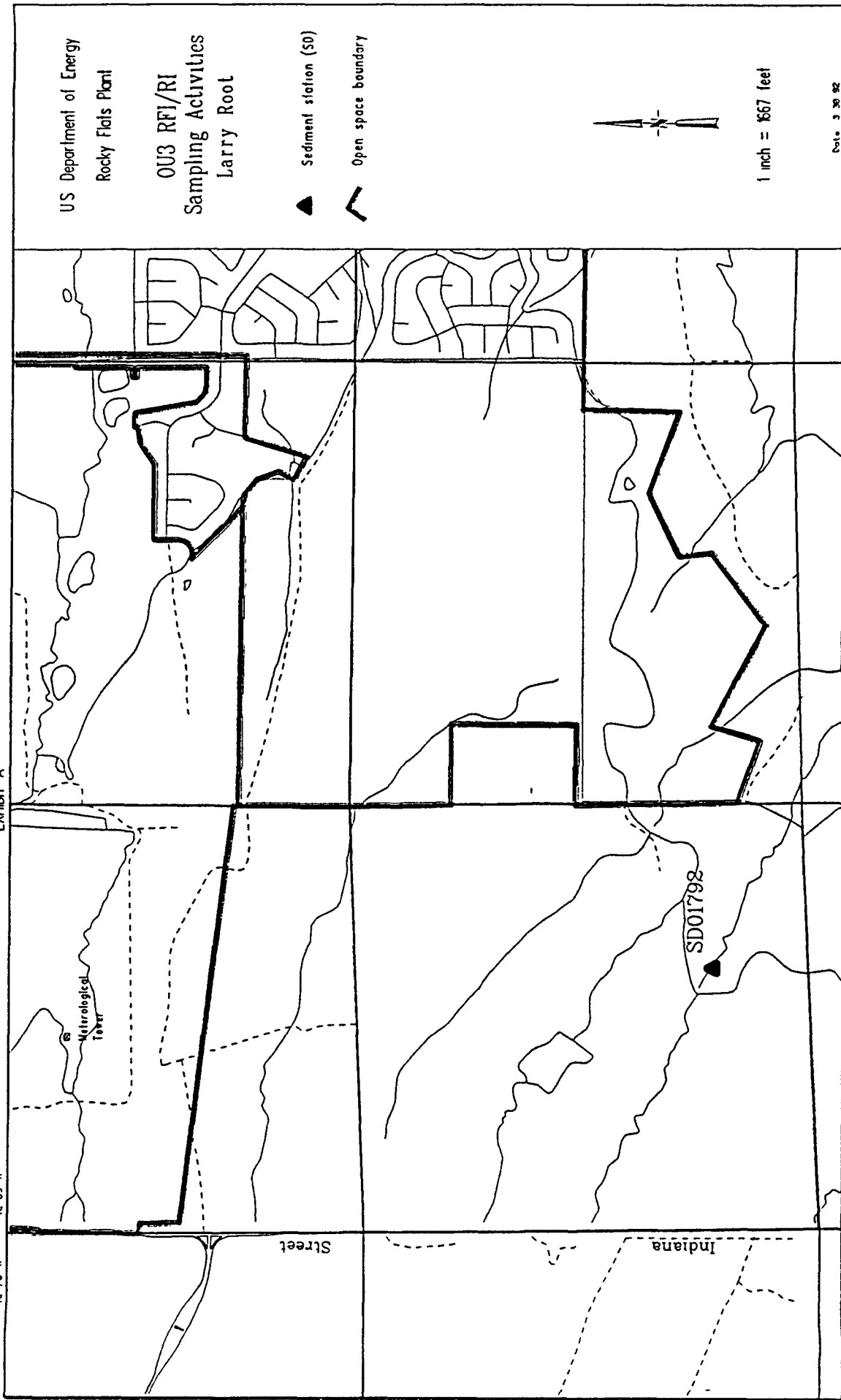


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This USE AGREEMENT is entered into between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), acting through the DEPARTMENT OF ENERGY (hereinafter referred to as "DOE"), and Larry Root (hereinafter referred to as the "Grantor"),

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property described within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 and

WHEREAS, the Grantor owns and controls the property designated and described in Exhibit A,

NOW THEREFORE, it is agreed that

- 1 The Grantor owns and controls certain real property (hereinafter referred to as the "Property"), designated and described in Exhibit A, and hereby grants to DOE, its authorized representatives, agents, contractors, and subcontractors without payment of any land use charge, right of entry in, across, and over the Property to carry out the environmental monitoring activities as described in Exhibit B, PROVIDED, that such right of entry is subject to existing easements for public roads and highways, public utilities, railroads and pipelines, PROVIDED FURTHER, that such grant of right of entry reserves to the Grantor, his heirs, executors, administrators,

successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or abridging the rights hereby granted to DOE, its authorized representatives, agents, contractors, and subcontractors

- 2 The Government shall be responsible for any loss or destruction of, or damage to, the Grantor's real and personal property caused by the activities of DOE in exercising any of the rights hereby granted in this Use Agreement PROVIDED, that such responsibility shall be limited to restoration of such real and personal property to a condition comparable to its condition on the effective date of the Use Agreement by techniques of back-filing, seeding, sodding, landscaping, repair or replacement, and such other methods as may be agreed to between the parties, subject to the availability of appropriated funds
- 3 The provisions of this Use Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of the Grantor The Grantor shall notify the Realty Officer if the Property is, or at any time during the term of the Agreement should become leased, sold, or otherwise transferred to another party The "Realty Officer" means the person executing this Use Agreement on behalf of the Government, and any other officer or civilian employee who is properly designated Realty Officer, and the term includes, except as otherwise provided in this Use Agreement, the authorized representative of a Realty Officer acting within the limits of his authority The Grantor shall also give written notice to any purchaser, lessee, or transferee of the applicability of the rights of the Government contained in this Use Agreement when such purchase, lease, or transfer takes place during the term of this Use Agreement
- 4 The effective date of this Use Agreement shall be the date of execution by the Government The term of this Use Agreement shall commence on the effective date hereof and shall continue for three years unless sooner terminated by the Government or Grantor by sixty-day prior written notice to the other

- 5 Title to all personal property brought to the Property by DOE during the term of this Use Agreement shall remain in the Government, and such title shall not be effected by incorporation or attachment thereof to any property not owned by the Government, nor shall such personal property, or any part thereof, become a fixture or lose its identity as personal by reason of affixation to any realty DOE shall remove all such personal property no later than 90 days after the expiration or termination of the Use Agreement

The Grantor shall not be liable for any loss of or damage to Government-owned or Government-Furnished property, or for expenses incidental to such loss or damage, except that the Grantor shall be responsible for any such loss or damage (including expenses incidental thereto) which results from the willful misconduct, gross negligence, or lack of good faith of the Grantor

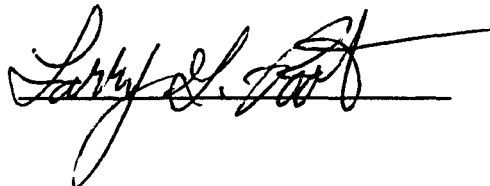
- 6 The Government shall have unlimited rights in all technical data first produced or specifically used in the performance of the work and experiments in connection with this Use Agreement Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR)
- 7 DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances
- 8 If the Property is subject to any leases, subleases, or assignments of rights, the Grantor shall obtain the consent of the lessors, lessees, sublessees, and assignees as appropriate, to enter into this Use Agreement Such consent shall be evidenced by their signatures in the space provided on the signature page

In WITNESS WHEREOF, the parties hereto have executed this Use Agreement in several counterparts

GRANTOR

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By



By



Steven R Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

Rocky Flats Office
P O Box 928
Golden, Colorado
80402-0928

Date

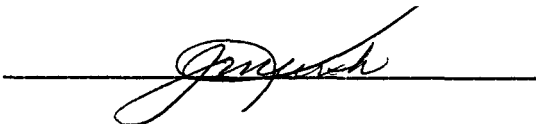
4/8/92

Date

6/11/92

Concurred by EG&G Rocky Flats, Inc.
DOE Contractor, contract number
DE-AC04-90DP62349

By



Title

Date

5/20/92

Consented to

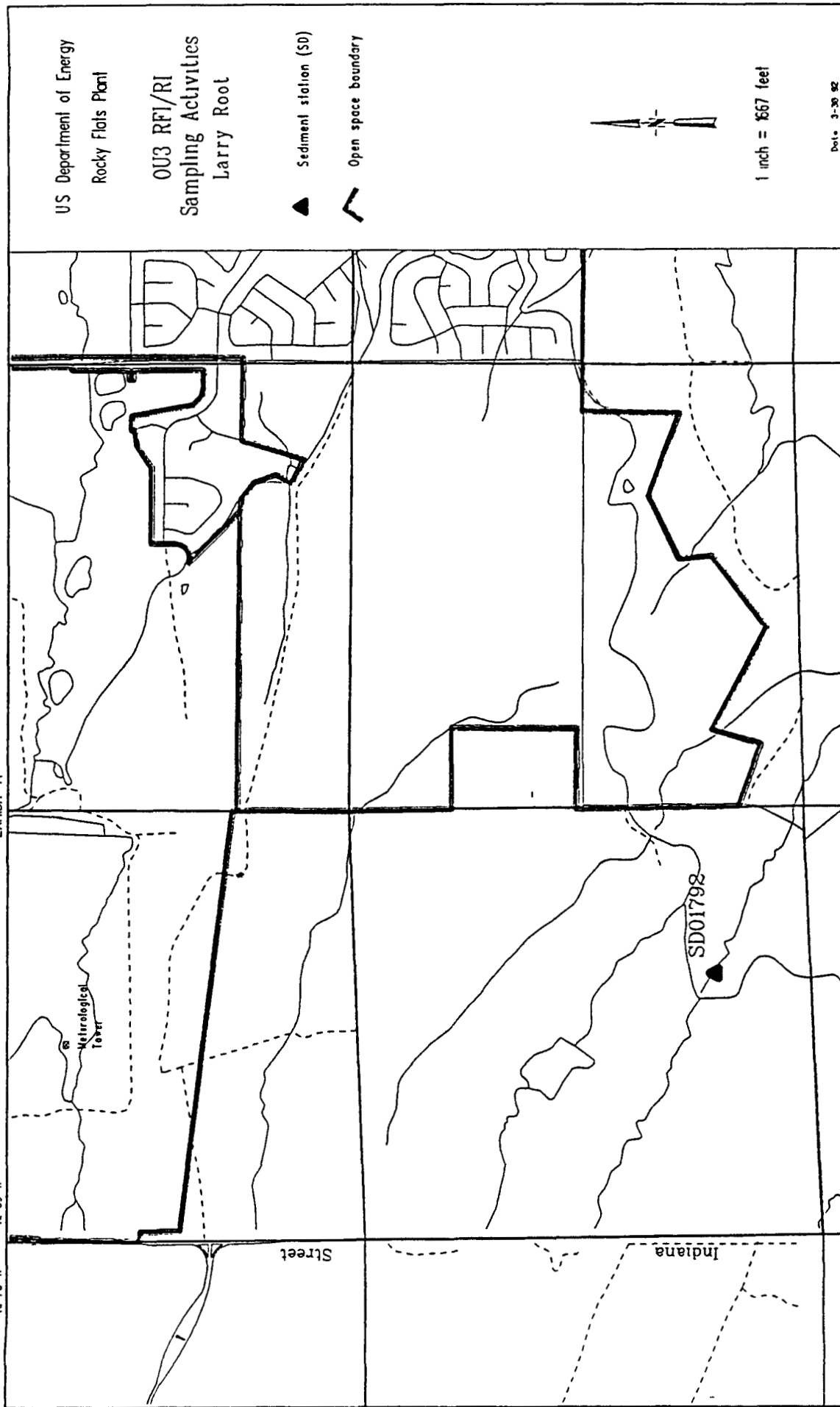
Names

Interest

Signature

EXHIBIT A

R. 70 W R. 69 W



Dot = 3-30 92

EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS- LARRY ROOT PROPERTY

The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH).

OU 3 sampling activities will begin during April, 1992 and are scheduled for completion by spring of 1993. A Final RFI/RI Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Use Agreement period is extended for three years to cover any follow up activities that may be required during development of the Final RFI/RI Report.

The map, attached to this correspondence, shows locations of sampling activities. Field adjustments could be made at the time of sampling to adjust specific sampling locations. All sample locations will be surveyed and marked with a metal survey pin, prior to, or during the sampling event. The following Table 1 lists the sample type, sample number and approximate true state planer coordinates for sample locations.

Sampling activities will not adversely effect environmental resources. OU 3 sampling activities on your property involve collection of sediment and environmental samples. The following paragraphs provide a general description of the sampling activities.

SEDIMENT SAMPLING

Sediment sampling involves removing a cross section of sediment with a hand scoop across the ditch or shoreline location. The depth of the sample is approximately five inches. The map sample number designation is SD.

ENVIRONMENTAL SAMPLING

Environmental sampling can be broken into two types; terrestrial and aquatic. Terrestrial sampling involves collection of soil, vegetation and animal parameters. Aquatic sampling involves collection of plant and animal species information wherever water exists long enough to develop an aquatic community. The range of environmental sampling is quite diverse. Environmental sampling can range from plant species identification and small mammal trapping to aquatic biota collection and seasonal bird counts. In most cases, animal collection involves live trapping to obtain information on species type and population numbers. The animals are then released. Some animal tissue samples may be taken. The exact nature and location of the environmental sampling will be determined following an initial site characterization program, thus environmental sample locations are not found on the map. Following the site characterization program the exact nature, location and type of data collection will be defined. The criteria used to make environmental sampling decisions is found in the OU 3 Work Plan.

Table 1 List of sample type, sample number and approximate coordinates of known sample locations for OU 3 RFI/RI. Coordinates are based on the true state plane coordinate system

<u>SAMPLE TYPE</u>	<u>SAMPLE NUMBER</u>	<u>NORTH COORDINATE</u>	<u>EAST COORDINATE</u>
Sediment	SD01792	743,400	2,097,140
Environmental	Following an initial site characterization program the exact nature, location and type of data collection will be defined The criteria used to make environmental sampling decisions is found in the OU 3 Work Plan		